



JERRY E. POWERS  
Chief Probation Officer

**COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**  
9150 EAST IMPERIAL HIGHWAY -- DOWNEY, CALIFORNIA 90242  
(562) 940-2501




**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 09, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

51 OF JUNE 9, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

**AUTHORIZE THE CHIEF PROBATION OFFICER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, CALIFORNIA INSTITUTION FOR MEN FOR THE USE OF THEIR FIREARM RANGE**

**(ALL SUPERVISORIAL DISTRICT) (3 VOTES)**

**SUBJECT**

This is to request that your Board authorize the Chief Probation Officer to enter into a non-financial Memorandum of Understanding (MOU) with the State of California, Department of Corrections and Rehabilitation, California Institution for Men (CIM) to provide the use of their firearm range (Range) to the County of Los Angeles Probation Department (Probation).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Chief Probation Officer to execute and enter into a non-financial MOU, substantially similar to the attached MOU (Attachment 1), with CIM for the use of their Range.
2. Delegate authority to the Chief Probation Officer to approve and execute subsequent amendments, upon approve as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to authorize the Chief Probation Officer to enter into a non-financial MOU with CIM for the use of their Range. The Range will be used for Probation's monthly firearm training for armed Deputy Probation Officers (DPOs). Firearm training will consist of shooting drills, night shooting, safety inspections and quarterly qualifications. Firearm training will allow DPOs to develop and maintain the skills and tactics necessary to deploy their firearm while conducting their field duties.

**Implementation of Strategic Plan Goals**

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal 1 Operational Effectiveness. Implementation of the recommendation will enable Probation to provide firearm training to DPOs.

**FISCAL IMPACT/FINANCING**

The proposed MOU is non-financial and has no fiscal impact. Probation will be provided the use of the CIM Range at no cost to Probation.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The MOU provides for proportional indemnification. Either party may terminate the MOU by giving not less than thirty (30) calendar days advance written notice to the other party.

County Counsel has reviewed and approved the MOU as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This contract will allow Probation to provide firearm training to DPOs.

Respectfully submitted,



JERRY E. POWERS

Chief Probation Officer

JEP:TH:YT:id

Enclosures

c: Executive Office/Clerk of the Board  
County Counsel  
Chief Executive Office

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**5600004955**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR'S NAME

Los Angeles County Probation Department (LA Probation)

2. The term of this Agreement is: Upon Approval through June 30, 2017

3. The maximum amount of this Agreement is: \$ 0.00  
Zero Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

The CDCR agrees for the LA Probation to use the Firing Range at CIM, at no cost, upon the terms and conditions of the attached:

Exhibit A - Memorandum of Understanding 4 pages

Attachment A – California Institution for Men Range Safety Rules and Regulations 3 pages

Attachment B – Range Use Form 1 page

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Probation Department

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerry E. Powers, Chief Probation Officer

ADDRESS

9150 East Imperial Hwy, Downey, CA 90242

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Gina Banks, Chief, Institution Contracts Section

**California Department of General  
 Services Use Only**



Exempt per:

ADDRESS

9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827

## Memorandum of Understanding

Between

The California Department of Corrections and Rehabilitation,  
California Institution for Men  
And  
The Los Angeles County Probation Department

1. The California Department of Corrections and Rehabilitation (CDCR), California Institution for Men (CIM) and the Los Angeles County Probation Department (LA Probation) enter into this Memorandum of Understanding (MOU) in which eligible Deputy Probation Officers shall be allowed to utilize the weapons training range at CIM. CIM and LA Probation mutually agree to the following:
2. In accordance with the MOU, both parties must comply with CDCR's Local Operating Procedures and CIM's Range and Safety Rules and Regulations. **(Attachment A)**
3. Any attempt by LA Probation to assign, subcontract, or transfer all or part of this MOU shall be void and unenforceable without prior written consent by CIM, which consent shall not be unreasonably withheld. Any such consent shall not relieve LA Probation from full and direct responsibility for all services performed prior to the date of assigning or transferring this MOU.
4. CIM agrees to permit the Deputy Probation Officers access to the weapons training range located at CIM with the exception of unassigned ranges, prior approval must be granted by the Range Master for use of unassigned ranges.
5. LA Probation shall submit a request for usage of the range and clearance of weapon types to be used prior to any usage of the range in advance of the requested date, in writing to the In-Service Training (IST) Manager via the Range Master. Scheduled dates shall be limited to an eight (8) hour period.
6. LA Probation shall inform the IST Manager, via Range Master, of the number of Deputy Probation Officers expected to utilize the range five (5) working days in advance of the scheduled usage. **(Attachment B)**
7. When the range is required for the training/orientation of new Deputy Probation Officers, LA Probation shall contact CIM by telephone and request usage of the range solely for training/orientation purposes. CIM will attempt to provide usage of the range for training/orientation as soon as possible. Therefore, the 30 days prior notice requirement will not apply to the range usage for training/orientation purposes.
8. LA Probation shall ensure that their Deputy Probation Officers are properly equipped prior to their participation in the range activities. All participants must wear hearing and eye protection equipment while using the range.
9. LA Probation shall furnish all equipment and supplies, including targets, associated target materials and first aid-CPR equipment for its use at the range.
10. LA Probation shall remove all equipment and debris accumulated from its use of the range immediately after utilization of the range. LA Probation will make a good faith effort that all expended casings are recovered from the range by an actual count of ammunition used and casings recovered.
11. CIM reserves the right to cancel any usage of the range by LA Probation as may be required at such time department scheduling precludes interdepartmental usage and to provide LA Probation with at least

thirty (30) days' notice of such cancellation.

12. In consideration of the goodwill created in the community and in the contained training of Deputy Probation Officers, the use of the Range Master shall be free of charge to the participants.
13. LA Probation shall provide a State of California certified and departmentally qualified Range Master to supervise range activities.
14. All communications regarding services to be provided under this MOU shall be coordinated between the IST Manager, via the Range Manager and the LA Probation Training Officer.
15. CIM assumes no responsibility for any equipment or supplies stored on institutional grounds.
16. All weapons and ammunition shall be transported by Deputy Probation Officers from the vehicle gate directly to the range on the east side of the institution. No weapons or ammunition shall be transported to other areas of the institution.
17. LA Probation shall be directly responsible for paying for damages by the willful or malicious misconduct of Deputy Probation Officers while utilizing the firing range.
18. LA Probation shall not engage in interaction with inmates while on institution grounds.
19. This MOU may be amended or modified upon the mutual written consent of the parties hereto.
20. This MOU is governed by the laws of the State of California. In the event of dispute the parties agree to binding arbitration administered by the Office of Administrative Hearings (OAH) of the Department of General Services. Venue for all proceedings in connections with such arbitration shall be in Sacramento County, California.
21. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in anyway whatsoever.
22. Amendment: No amendment or variation of the terms of this MOU shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the MOU is binding on any of the parties.
23. Assignment: This MOU is not assignable by LA Probation, either in whole or in part, without the consent of the State in the form of a formal written amendment.
24. Indemnification: LA Probation agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this MOU, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LA Probation, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LA Probation in the performance of this MOU, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LA Probation.
25. Any representative or employee of LA Probation will be subject to the following: "Digest of Laws related to Association with Inmates", (CDC 181), Gate Clearance, and Vehicles, Parking and Site Access

procedures which are incorporated by reference, and LA Probation will ensure that all participating employees are aware of and abide by these rules. Employees of LA Probation while upon State grounds are subject to search of their person, property, and vehicle (Section 3288 of the CDCR Director's Rules).

26. Attire: LA Probation agrees that while on institution grounds, all agents, employees, and or representatives of LA Probation shall be professionally and appropriately attired and shall wear clothing distinct from that worn by inmates at the institution. LA Probation staff members and employees will not wear blue or gray denim jeans/pants/trousers or chambray shirts, orange/red/yellow jumpsuits or rainwear as this is inmate attire. These requirements apply when entering and exiting through all entrance gates.

**27. MOU Suspension**

Notwithstanding any other provisions of this MOU, pursuant to Governor's Executive Order of equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the MOU(s) must stop immediately upon receipt of the Notice. Once of the order suspending state contracts has been lifted, a formal letter from the Department will be issued to LA Probation to resume the MOU.

**28. Term of MOU**

This MOU shall begin the date on which it is signed by both parties and shall expire on June 30, 2017. Written notice shall be provided to the other party at a minimum of thirty (30) days by the party electing to terminate said MOU. Any changes, deletions, or additions to the MOU shall first be considered in a meet and confer with approved modifications documented in writing and signed by all parties prior to becoming effective. No oral understanding or MOU not incorporated herein shall be binding on any of the parties hereto.

**29. Renewal of MOU**

This MOU may be renewed, at the option of CIM, after the initial MOU period upon the same terms and conditions contained herein. The MOU renewal is at CIM's sole discretion and if CIM desires to renew the MOU, it shall exercise its option no later than sixty (60) days prior to the MOU expiration.

**30. MOU Termination**

This MOU may be terminated by either party upon no less than thirty (30) calendar day's written notice, without cause, unless a lesser time is mutually agreed upon by both parties.

January 22, 2014

## **CALIFORNIA INSTITUTION FOR MEN RANGE SAFETY RULES AND REGULATIONS**

### **To all Law Enforcement Agencies utilizing the California Institution for Men (CIM) Firing Range for Training**

It is important for all rules and regulations to be followed in order to preserve the safety of all staff from the various participating Law Enforcement Agencies, California Institution for Men and the citizens of the City of Chino. All activities being conducted must have a certified Range Master overseeing all operation and present during any live fire training.

1. Prior to commencing any firing, at the start of each range day, the two (2) live-fire pennants must be raised. The flag poles are located at the top of the Shotgun Range berm and Shotgun Range Entrance.
2. All live firing will be restricted to the following hours: Monday through Friday 0600-1800 hours. Saturday through Sunday 0700-1700 hours.

#### **Reserved Night Shoots:** 1700-2100 hours.

3. All entities utilizing the CIM Range must first report to the CIM Main Gate pick up a "Range Usage Form" and call for the Outside Patrol (OP) Sergeant. The OP Sergeant will escort the user entity to the gun range and mutually conduct an on-site facility inspection. The Range Key will not be issued to anyone not already authorized to have access.
4. "Range Use Form" – all user entities must fill out this form with the pertinent information and return it at the completion of training. This requirement applies to CIM staff as well. There will be no exceptions to this procedure.
5. To prevent possible injury or unsafe conditions to any staff, report any and all unusual occurrences, property/equipment damage immediately to the Range Master's Office at (909) 597-1821 at extension 7047 or In-Service Training (IST) Manager at extension 7049. If unable to contact IST immediately contact the Security Administrations Building (SAB) at extensions 7037, 7042 or 4132.
6. No auxiliary targeting systems will be used on the range. No combat or tactical "Live Fire" will be conducted away from the established "Bullet Impact" berms. Use only the existing targeting areas.
7. All targets will be shot at from the appropriate distances according to departmental/agency specifications.



8. No blue jeans or blue denim clothing will be allowed to be worn on the range by any Law Enforcement Agency. Any range visitor who violates or disregards this dress code will be asked to leave.
9. Only law enforcement peace officers are authorized to use the range facilities. No persons under the age of twenty-one (21) are permitted to use the range facilities without the prior written approval from the Warden.
10. All weapons training personnel must wear safety glasses and hearing protection during any live firing exercise.
11. No weapons or ammunition of any sort will be permitted on the range grounds when inmates are present.
12. All participating entities shall implement procedures for the accountability, security and safety of their weapons and ammunition while on this facility. Weapons and ammunition will never be left unattended.
13. All live rounds will be collected and accounted for. All expended brass will be policed, collected and placed in the proper containers.
14. Weapons designed for long range capabilities (rifles), are only permitted to be utilized on the rifle ranges that are identified for this type of weapons deployment.
15. All range participants shall vigorously pursue the cleanliness of the shooting lanes and all covered areas. All shattered wood, used cardboard and paper targets should be placed in the available dumpster container.
16. When your training is complete and your areas are clean, call for the OP Sergeant (Sierra-3) at extension 4180/4182, to conduct a joint on-site inspection.
17. At the end of training, lower both "Live Fire" pennants.
18. If any of your staff are injured and requires immediate or emergency first aid/medical attention, call 911. If no cellular phone is available, contact the Central Control at extension 5800/5802 and they will call 911 for you. As soon as it is feasible, notify the Watch Commander at extension 4132/7132 and the CIM Range Master at 7047/7046 of this incident. Documentation regarding the circumstances shall be required.
19. Approval shall be obtained prior to the use of chemical agents, by contacting the IST department, Range Masters' Office at extension 7046/7047 or 5623/5624. Additionally, contact shall be made to the Watch Commander at extension 7132/4132 on the day of training advising of the use of any chemical agents on the CIM Firing Range. Any such usage that may cause possible contamination to any other agency utilizing the CIM Range and disrupting the normal procedures at CIM is prohibited at all times and any other possible cross contamination affecting the surrounding public. Wind direction shall be a determining factor when utilizing chemical agents. The Range Master is responsible for all chemical agents' deployment.

### **ILLEGAL AND IMPROPER TARGETS – NOT TO BE FIRED UPON!**

- It is illegal to point a loaded firearm at someone you don't intend to legally shoot.
- It is not permissible and it is unsafe to shoot at anything over the berms or at any dwellings, signposts, signs, lampposts or structures.
- It is prohibited to deliberately fire at any tree, shrub or plant on this facility.
- Do not fire at any animal, wild or domestic on this range.
- It is illegal to take, trap or shoot any bird or prey, any fur bearing animal or any wildlife, with or without a State hunting license, at any time, on this range facility.
- Any violation or disregard of these rules and regulations will be cause to forfeit or suspend your agency's range use privileges.

T. PEREZ  
Warden (A)  
California Institution for Men

Cc: K. Hughes, Warden (A), California Institution for Women  
C. Tampkins, Warden, California Rehabilitations Center  
R. Gigliotti, Senior Special Agent III, FAT/OCS (Southeast)  
R. Maldonado, Senior Special Agent III, FAT/OCS (LA)  
M. Sandum, Human Resource Manager, MDCLA  
D. Davidson, Special Agent-in-Charge, OIA  
C. King, Senior Special Agent, CPAT/OCS  
A. Pittman, Correctional Lieutenant In- Charge, STU  
H. Lackner, Warden, Sierra Conservation Center Southern Camps  
J. Santos, Special Agent-in-Charge, SSU/OCS  
R. Tanael, U.S. Postal Inspection Services

**DIVISION OF ADULT OPERATIONS**  
**California Institution for Men**  
**P.O. Box 128**  
**Chino, CA 91708**



## **RANGE USE FORM**

**To:** Institutions/Agencies Utilizing the California Institution for Men-Firing Range

Prior to commencing training, the respective Rangemaster or the person in charge will document the following information on this inventory form:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name of Institution or Agency: \_\_\_\_\_

Name of Rangemaster or person in charge: \_\_\_\_\_ Signature: \_\_\_\_\_

Business telephone number: \_\_\_\_\_

Description/Inventory of weaponry to be used on the range: \_\_\_\_\_

Description/Inventory of ordinance to be used on the range: \_\_\_\_\_

Range (s) to be used for training: Rifle Pistol Shotgun Federal

Chemical Agents approved: Yes No By whom: Rangemasters Name: \_\_\_\_\_

Watch Commander Name: \_\_\_\_\_

All equipment, ordinances accounted for: Yes No

Comments: \_\_\_\_\_

**ATTENTION:** The California Institution for Men (CIM) has experienced bullets striking areas outside the Range up to one-half mile. Only existing Range targets **shall** be utilized. The Rangemaster or person in charge is responsible to ensure the greatest caution and conservative judgement is exercised at all times. No person will be allowed to shoot on the CIM Firing Range if it is determined that they may compromise Range safety. Approval **shall** be obtained prior to the use of chemical agents, by contacting the In-Servcie Training Department, Rangemaster's Office at extension 7047. Additionally, contact **shall** be made with the Watch Commander at extension 4132/7132 on the day of the training, who **shall** approve or deny the use of any chemical agents on the Firing Range. The Watch Commander will make the determination if the chemical agents, in conjunction with the wind direction, will affect the over-all operation of the institution and/or general public. If the possibility of contamination exists, the Watch Commander **shall** deny the use of chemical agents. Approval or denial **shall** be noted above. **Failure to adhere to all Range Safety Rules may result in the suspension of range privileges.**

Prior to departing the Firing Range, during normal business hours, the Rangemaster or person in charge will contact the Rangemaster or his/her designee at extension 7047, 5623, or 5624. They will then wait for the Rangemaster or his/her designee to arrive at the range for a joint inspection of the range facilities used. The Rangemaster or person in charge will surrender the original Range Use Form to the Rangemaster or his/her designee, clearly indicating that all weaponry and ordinances are accounted for. During non-business hours, the Outside Patrol Sergeant, extension 4180 or 4182 will assume the responsibility of the Rangemaster.

The Third Watch Outside Patrol Sergeant will ensure this form is completed and a copy is forwarded to the Warden's office on a daily basis.

